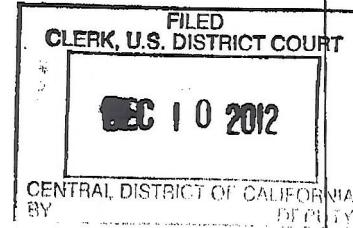


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7 UNITED STATES DISTRICT COURT
8 CENTRAL DISTRICT OF CALIFORNIA

9
10 UPPER BRANCH PRODUCTIONS,
10 INC., a California corporation,

11 Plaintiff,

12 vs.

13 INNERWORKINGS, INC., a Delaware
13 corporation; THE RICHARD
14 DAWKINS FOUNDATION FOR
14 REASON AND SCIENCE, a Delaware
15 corporation; RICHARD DAWKINS
15 FOUNDATION STORE, a Colorado
16 limited liability company; CLINTON
16 RICHARD DAWKINS, an individual
17 residing in England; ROBIN
17 ELISABETH CORNWELL, an
18 individual residing in the State of
18 Colorado; MICHAEL CORNWELL, an
19 individual residing in the State of
19 Colorado; and DOES 1 through 10,
20 inclusive,

21 Defendants.

CASE NO. CV-12-8789 MWF (RZx)

FIRST AMENDED COMPLAINT FOR:

- (1) COPYRIGHT INFRINGEMENT
- (2) CONTRIBUTORY COPYRIGHT
INFRINGEMENT
- (3) VICARIOUS COPYRIGHT
INFRINGEMENT
- (4) FRAUD
- (5) BREACH OF ORAL CONTRACT -
IN THE ALTERNATIVE
- (6) BREACH OF IMPLIED CONTRACT
- IN THE ALTERNATIVE

DEMAND FOR JURY TRIAL

1 Plaintiff Upper Branch Productions, Inc. (“Upper Branch” or “Plaintiff”), by its
2 counsel, alleges against Defendants InnerWorkings, Inc. (“IWI” or “Defendant”), The
3 Richard Dawkins Foundation For Reason And Science (“RDF” or “Defendant”), Richard
4 Dawkins Foundation Store (“RDF Store” or “Defendant”), Clinton Richard Dawkins
5 (“Dawkins” or “Defendant”), Robin Elisabeth Cornwell (“Robin Cornwell” or
6 “Defendant”), and Michael Cornwell (“Mike Cornwell” or “Defendant”) as follows:

7 **JURISDICTION AND VENUE**

8 1. This Court has subject-matter jurisdiction over the claims relating to the
9 Copyright Act (17 U.S.C. §§ 101, 501) pursuant to 28 U.S.C. § 1331 (federal subject
10 matter jurisdiction), 28 U.S.C. § 1332 (diversity jurisdiction), and 28 U.S.C. § 1338(a)
11 (any act of Congress relating to copyrights, patents and trademarks). This Court has
12 subject matter jurisdiction over the related state law claims under 28 U.S.C. § 1337
13 (action asserting state claims joined with substantial and related federal claims under the
14 copyright laws).

15 2. This Court has personal jurisdiction over Defendants because Defendants
16 are doing business in the State of California, and venue is proper in this Judicial District
17 pursuant to 28 U.S.C. § 1332(b) because a substantial part of the events or omissions
18 giving rise to this lawsuit, as well as substantial injury to Plaintiff, have occurred or will
19 occur in this District as a result of Defendants’ acts of copyright infringement and
20 impending acts of copyright infringement, as alleged in detail below. Venue is also
21 proper in this Judicial District pursuant to 28 U.S.C. § 1400(a) in that Defendants may be
22 found in this District in light of their extensive commercial activities in this District.

THE PARTIES

2 3. Plaintiff Upper Branch Productions, Inc. (“Upper Branch” or “Plaintiff”)
3 was and is now, and at all relevant times mentioned herein, a California corporation with
4 its principal place of business located in Los Angeles County, California. Josh Timonen
5 (“Timonen”) formally commenced doing business as “Upper Branch” when he registered
6 this DBA with the Los Angeles County Recorder’s Office on or about June 12, 2007.
7 Timonen thereafter formally incorporated Plaintiff Upper Branch Productions, Inc. with
8 the office of the California Secretary of State on or about April 23, 2008. Timonen was
9 and is now, and at all relevant times mentioned herein, an officer and employee of Upper
10 Branch. Maureen Norton (“Norton”) was at relevant times mentioned herein an
11 employee of Upper Branch.

12 4. Plaintiff is informed and believes that Defendant InnerWorkings, Inc.
13 (“IWI” or “Defendant”) is a corporation incorporated under the laws of the state of
14 Delaware with a principal place of business at 600 West Chicago Avenue, Suite 850,
15 Chicago, IL 60654. Plaintiff is informed and believes that Defendant IWI acquired Idea
16 Media Services, LLC, a limited liability company organized under the laws of the state of
17 Illinois with a principal place of business at 1700 W. Hubbard Street, Chicago, IL 60622.

18 5. Plaintiff is informed and believes that Defendant The Richard Dawkins
19 Foundation For Reason And Science (“RDF” or “Defendant”) is a Non-Stock Non-Profit
20 Corporation incorporated under the laws of the State of Delaware with a principal place
21 of business in the State of Colorado.

1 6. Plaintiff is informed and believes that Defendant Richard Dawkins
2 Foundation Store (“RDF Store” or “Defendant) is a limited liability company organized
3 on or about May 27, 2010, under the laws of the state of Colorado with a principal place
4 of business at 1605 Meridian Market View, Unit 124, PMB 381, Falcon, CO 80831.

5 7. Plaintiff is informed and believes that Defendant Clinton Richard Dawkins
6 (“Dawkins” or “Defendant”) is a British citizen who resides in Oxford, England.
7 Dawkins is the admitted founder of RDF as well as its United Kingdom sister
8 organization the Richard Dawkins Foundation for Reason and Science, Ltd. On
9 information and belief, Defendant Dawkins was an officer and/or managing agent of
10 Defendant RDF, his namesake foundation, commencing upon formation of RDF and until
11 about June 2010 when Dawkins resigned as trustee of RDF for a brief period of time.
12 Plaintiff is further informed and believes that Dawkins nevertheless subsequently
13 continued and continues to ultimately maintain the right to supervise and control his
14 namesake foundation RDF and his namesake store RDF Store in terms of the infringing
15 activity as set forth below. Further, Plaintiff is informed and believes and on that basis
16 alleges that Dawkins knew or had reason to know of infringing activity set forth below
17 and intentionally induced or materially contributed to the infringing activity set forth
18 below.

19 8. Plaintiff is informed and believes that Defendant Robin Elisabeth Cornwell
20 (“Robin Cornwell” or “Defendant”) is a former citizen of the State of Colorado, who now
21 resides in the District of Columbia, and is an officer and/or managing agent of
22 Defendants RDF and RDF Store.

9. Plaintiff is informed and believes that Michael Cornwell (“Mike Cornwell” or “Defendant”) is a citizen of the State of Colorado, and is an employee of Defendant RDF and/or Defendant RDF Store.

10. Together, RDF, RDF Store, Dawkins, Robin Cornwell, and Mike Cornwell are collectively referred to herein as "Dawkins Defendants."

6 11. The true names and capacities, whether individual, corporate, associate or
7 otherwise, of Defendant DOES 1 through 10, inclusive, and presently unknown to
8 Plaintiff, who therefore sues these Defendants by such fictitious names. Plaintiff is
9 informed and believes and thereon alleges that each of the DOE Defendants was and is
10 either intentionally, negligently, or in some other manner, the cause or contributing cause
11 of, or otherwise responsible for, the damages suffered by Plaintiff. Plaintiff will amend
12 this Complaint to allege the true names and capacities of each DOE Defendants, together
13 with such allegations as may be appropriate, when their names have been ascertained.

14 12. Plaintiff is further informed and believes and thereon alleges that at all
15 relevant times mentioned herein, each Defendant was the agent, servant, employee,
16 partner, joint venture and/or franchisee of each of the remaining Defendants herein, and
17 was at all times acting within the course and scope of said agency, service, employment,
18 partnership, joint venture and/or franchise. Moreover, Plaintiff is informed and believes,
19 and based thereon alleges, that each act or omission hereinafter alleged on the part of any
20 one Defendant was done with the approval and consent and was ratified by each of the
21 remaining Defendants.

FACTUAL BACKGROUND

2 13. Plaintiff owns valid copyrights in and to each of the fifteen (15) DVDs,
3 artwork, DVD menus, and other audiovisual works at issue here, and these works have
4 been registered with the United States Copyright Office. Attached hereto collectively as
5 **Exhibit “A”** are the copyright certificates for the fifteen (15) works (collectively referred
6 to herein as the “Works”).

7 14. Each of the Works contains a large number of creative elements wholly
8 original to Plaintiff and which are copyrightable subject matter under the laws of the
9 United States.

10 15. Plaintiff is (a) the assignee of any and all intellectual property rights in the
11 Works including all rights under copyright of Timonen, individually and d/b/a Upper
12 Branch, created prior to the formal incorporation of Plaintiff Upper Branch; and (b) the
13 copyright owner of the results and proceeds of Timonen's services following such
14 incorporation.

16. The Dawkins Defendants knew that Plaintiff owned the copyrights in the
Works when they later attempted to obtain an assignment of the copyrights in the Works.

17 17. Plaintiff deposited “master” copies of Plaintiff’s Works and “master”
18 computer files of the artwork created by Plaintiff to accompany the Works with Idea
19 Media Services, LLC (“Idea Media”), now Defendant IWI, with advance instruction that
20 from those master copies and files, Idea Media would create and duplicate copies of the
21 Works on a per-order basis as authorized by Timonen or Norton on behalf of Plaintiff.

1 18. Idea Media knew that only Plaintiff could place orders for the Works, and
2 that no third parties, including the Dawkins Defendants, could place orders for copies of
3 the Works without the express consent and authorization of Plaintiff.

4 19. The Dawkins Defendants knew that Plaintiff owned the copyrights in the
5 Works when they later attempted to obtain written assignments for the copyright in all of
6 Plaintiff's Works under a false promise to "buy out the store."

7 20. In or about 2006, Dawkins and Timonen orally agreed that Timonen would
8 design and develop from Los Angeles, California, two websites, one for Dawkins,
9 personally, and one for Dawkins' anticipated namesake foundation, Defendant RDF.
10 Timonen was paid as an independent contractor for these website services.

11 21. In or about June 2007, Dawkins and Robin Cornwell further orally agreed
12 with Timonen that Timonen d/b/a Upper Branch would create and operate, independently
13 and autonomously from Dawkins and his namesake foundation, RDF, an online store
14 (“Upper Branch Store”) from Los Angeles, California, and that Timonen d/b/a Upper
15 Branch and Timonen’s employees would create the products that would be sold in the
16 Upper Branch Store. After formal incorporation, Plaintiff took over operations of the Los
17 Angeles based online Upper Branch Store.

18 22. All products sold in the Upper Branch Store publicized the issues and
19 cause(s) supported and advanced by Dawkins and RDF but Dawkins made clear that, in
20 Dawkins' own words, the Upper Branch Store was "not directly concerned with
21 RDF[]'[s] activities."

1 23. At all times hereunder, Plaintiff was an independent business (independent
2 from RDF, et al.), and Mr. Timonen autonomously ran and operated the Upper Branch
3 Store from a location within Los Angeles, California.

4 24. Timonen proposed to Dawkins that Timonen could donate certain profits of
5 the Upper Branch Store operation to RDF. In response, on or about July 25, 2007,
6 Dawkins emailed Timonen in Los Angeles: “it’s your baby, your profits, your tax . . . as
7 for whether Upper Branch should make a donation to RDF[], I don’t think you should
8 feel any moral obligations in that regard.”

9 25. The Works were created over the course of the next two years and Plaintiff
10 sold copies of the Works to the public from the online Upper Branch Store, among other
11 ways.

12 26. In or about December 2009, Defendants Dawkins and Robin Cornwell, on
13 behalf of RDF *inter alia*, asserted an interest in purchasing certain assets of Plaintiff. In
14 connection therewith, Defendant Robin Cornwell and other RDF trustees represented to
15 Timonen and Norton who were in Los Angeles at the time that RDF had obtained its
16 501(c)(3) status and had been “uncoupled” from the United Kingdom sister foundation,
17 which purportedly allowed RDF to profit from the sale of merchandise.

18 27. Correspondingly, in or about December 2009, Dawkins and Robin
19 Cornwell on behalf of RDF orally and by email agreed with Timonen and Norton on
20 behalf of Plaintiff in Los Angeles “to buy out the store” and that upon the condition and
21 in consideration for the transfer of certain assets of Plaintiff’s, including Plaintiff’s
22 inventory of tangible copies of the Works, and written copyright assignments, Defendant

1 RDF would “buy out the store” and provide monetary consideration to Plaintiff and
2 compensate Plaintiff for all of its inventory and the costs and liabilities incurred by
3 Plaintiff as a result of the conveyance, transfer and assignment of assets to RDF and
4 related matters. A true and correct copy of an email sent by Elisabeth Cornwell (on
5 behalf of all Dawkins Defendants) to Josh Timonen and Maureen Norton who were in
6 Los Angeles on or about December 29, 2009 is attached hereto and incorporated by
7 reference herein as **Exhibit “B.”** Plaintiffs are informed and believe and on that basis
8 allege that this email was sent with the approval of Dawkins, and that such email would
9 not have been sent to Timonen and Norton in Los Angeles without his authority and the
10 authority of all other Dawkins Defendants herein.

11 28. Starting in or about December 2009, and subsequently thereafter,
12 Defendants Dawkins and Robin Cornwell on behalf of Defendant RDF at all times
13 materially represented by telephone and email and led Timonen and Norton, who were in
14 Los Angeles at the time, on behalf of Plaintiff to believe and reasonably rely on
15 Defendants’ material representations that in consideration for the conveyance, transfer
16 and assignment of assets from Plaintiff to RDF, including written copyright assignments,
17 RDF would provide monetary consideration to Plaintiff and compensate Plaintiff for all
18 of its inventory and costs and liabilities it incurred as a result of the conveyance, transfer
19 and assignment of assets to RDF and related matters.

20 29. In reasonable reliance upon the foregoing material representations and
21 assurances from Defendants Dawkins and Robin Cornwell, on behalf of Defendant RDF,
22 that the Plaintiff would receive monetary consideration for the conveyance, transfer, and

1 assignment of assets to RDF, Timonen and Norton reasonably having no reason to
2 believe that such telephone and email representations made by Dawkins and Robin
3 Cornwell on behalf of Defendant RDF were false in any way, were on behalf of Plaintiff
4 induced in Los Angeles, California to perform and did perform completely in or about
5 June 2010 by, *inter alia*, permitting Defendant RDF (through Robin Cornwell, Mike
6 Cornwell, and RDF trustee Steve Gaines) to take physical possession of Plaintiff's
7 inventory from Los Angeles, California, including tangible copies of the Works, and
8 assigning to RDF certain of Plaintiff's assets including written copyright assignments as
9 to certain of the Works, including those attached hereto in **Exhibit "C"**, before Plaintiff
10 was ever paid any of the agreed upon and promised monetary consideration for its
11 inventory, the transfer thereof, or for Plaintiff's incurred costs and liabilities, as promised
12 by these Defendants. Attached hereto and incorporated by reference herein as **Exhibit**
13 **"C"** are true and correct copies of the two (2) short form copyright assignments Plaintiff
14 executed in Los Angeles, California in favor of RDF in reliance upon such
15 misrepresentations.

16 30. At the time the representations were made and Plaintiff entered into the
17 agreement, and at subsequent times when Robin Cornwell and RDF agents Mike
18 Cornwell and Steve Gaines on behalf of RDF came to Los Angeles to take physical
19 possession of Plaintiff's assets, including written copyright assignments, Timonen and
20 Norton on behalf of Plaintiff did not know the material representations or material
21 omissions of fact by Dawkins, Robin Cornwell, Mike Cornwell and Steve Gaines on
22 behalf of Defendant RDF were false, but believed them to be true and reasonably relied

1 on them. Had they known the true facts, they would not have rendered performance on
2 behalf of Plaintiff without consideration.

3 31. It was only after Plaintiff fully performed in Los Angeles, California the
4 agreement, and all of such inventory had been removed from Plaintiff's place of business
5 in Los Angeles, that they discovered Defendant RDF had no intention of "buy[ing] out
6 the store" or providing the promised consideration or paying the agreed consideration to
7 Plaintiff for its inventory, the transfer thereof, including the costs and liabilities incurred
8 by Plaintiff as a result of the conveyance, transfer and assignment of assets to RDF and
9 related matters, as promised by the Dawkins Defendants.

10 32. Without any legal right or justification and in contravention of the
11 contractual agreement between the parties, Defendant RDF fraudulently acquired
12 Plaintiff's assets, including Plaintiff's inventory consisting of Plaintiff's tangible copies
13 of the Works, *inter alia*, and copyright assignments for certain works attached hereto as
14 **Exhibit "C,"** and commenced selling Plaintiff's assets to the public, including
15 unauthorized copies of Plaintiff's copyrighted Works, without ever having provided the
16 promised monetary consideration or compensation to Plaintiff, as promised by the
17 Dawkins Defendants to Timonen and Norton on behalf of Plaintiff in Los Angeles.

18 33. Apart from the two short form copyright assignments attached hereto as
19 **Exhibit "C,"** pertaining to those Works entitled "Atheist Alliance International (AAI)
20 2007" (PA1609844, 2007) and "Pat Condell Anthology Feb. 2007 - Feb. 2008"
21 (PA1646005, 2008), which were obtained on the basis of the fraud of Dawkins
22

1 Defendants herein, there are no other documents purportedly transferring any of
2 Plaintiff's copyright interests in or to any of the Works to Defendants RDF.

3 34. Plaintiff is the owner of all exclusive rights under 17 U.S.C. § 106 in and to
4 all the Works.

5 35. Due to the fraud of Dawkins Defendants, much of which occurred in Los
6 Angeles, as specifically alleged above, no consideration supports any transfer,
7 conveyance or assignment of any copyrights in the Works to Dawkins Defendants.

8 36. Starting in or about June 2010, after having absconded with Plaintiff's
9 assets from Los Angeles, California, the Dawkins Defendants began exploiting,
10 reproducing, performing, adapting, selling and distributing the copyrighted material in
11 the Works in DVD format in the United States. On information and belief, in or about
12 June 2010, the Dawkins Defendants by and through Robin Cornwell and Mike Cornwell
13 formally organized RDF Store and began utilizing RDF Store for the purpose of selling
14 Plaintiff's assets to the public. Unless enjoined or restrained, Defendants' conduct
15 threatens to further infringe Plaintiff's copyright interests.

16 37. In or about June 2010, and again in or about November 2010, Plaintiff
17 demanded and again reiterated to Idea Media in writing by email that RDF did not have
18 authorization from Plaintiff to orders copies of the Works. Idea Media ignored Plaintiff's
19 assertion of exclusive rights and, on information and belief, has thereafter copied and
20 distributed copies of the Works to RDF without Plaintiff's authorization.

21 38. Plaintiff demanded RDF to immediately return Plaintiff's assets.
22 Beginning in or about June 2010, and until October 2010, Plaintiff and the Dawkins

1 Defendants engaged in settlement discussions in an effort to reach an amicable resolution
2 to the dispute that arose among the parties as a result of the Dawkins Defendants having
3 fraudulently obtained Plaintiff's assets.

4 39. Plaintiff has notified Defendants that they are not authorized to exploit,
5 reproduce, adapt, distribute, sell, and/or perform Plaintiff's Works, or any of them, and
6 Plaintiff has demanded that they cease and desist from any such potential infringement of
7 Plaintiff's exclusive rights under 17 U.S.C. § 106 in and to the Works, but Plaintiff is
8 informed and believes and on that basis alleges that Defendants continue to maintain
9 otherwise including their right to continue distributing and exploiting the Works without
10 Plaintiff's authorization and in infringement of Plaintiff's exclusive rights.

11 40. None of the Defendants are authorized by Plaintiff to exploit, reproduce,
12 adapt, distribute, sell, and/or perform Plaintiff's Works, or any of them.

13 41. In or about October, 2010, Dawkins and RDF filed a civil lawsuit against
14 Timonen, Norton, and Upper Branch Productions, Inc. in Los Angeles Superior Court,
15 bearing case no. EC054190, in part to seek a declaration of ownership of the copyrights
16 between these parties. One such complaint filed in such action in October, 2010, filed by
17 Dawkins and RDF against Timonen, et al., alleged as follows, in pertinent part:

18 • “On July 15, 2010, [Timonen, Norton, and Upper Branch's] lawyer, Alan
19 Abrams, Esq., sent an email to [RDF and Dawkins'] litigation counsel
20 suggesting that “the RDF website (which . . . was created by Mr. Timonen)
21 . . . , merchandise using the RDF logo created by Mr. Timonen, and audio-
22 visual and musical materials created and produced by Mr. Timonen” are all

1 “Mr. Timonen’s intellectual property rights” which have not been
2 transferred or assigned to [RDF or Dawkins.]”

3 • “In fact, all “intellectual property” Defendant Timonen created for
4 [Dawkins and RDF] at all times and for any purpose is a ‘work for hire’
5 commissioned and paid for by [Dawkins and RDF]. Consequently, any
6 copyrights, trademarks or other intellectual property rights pertaining to
7 logos, merchandise, ‘audio-visual or musical materials created and
8 produced by Mr. Timonen” for [the online store, RDF or Dawkins] belong
9 to [RDF and Dawkins].”

10 • “An actual controversy had arisen and now exists between [RDF and
11 Dawkins] and [Timonen, Norton, and Upper Branch]. [RDF and Dawkins]
12 contend all of the intellectual property, logos, trademarks, copyrights,
13 merchandise, music and audio-visual materials [Timonen, Norton, and
14 Upper Branch] created for [RDF and Dawkins], any of [the] websites and
15 [the online store] were ‘works made for hire’ that belong to [RDF and
16 Dawkins.] . . . (the ‘Contested Rights’).”

17 • Accordingly, Dawkins and RDF requested, *inter alia*, “[f]or a judgment
18 declaring all the Contested Rights belong to [Dawkins and RDF] and
19 invalidating any purported or recorded claim of [Timonen, Norton, and
20 Upper Branch] in or to the Contested Rights.”

1 42. In or about August 2011, Dawkins and RDF's complaint in EC054190 was
2 dismissed with prejudice in favor of Timonen, Norton, and Plaintiff and costs to
3 Timonen, Norton and Plaintiff were awarded.

4 43. Plaintiff is informed and believes and on that basis alleges that Defendant
5 IWI has infringed Plaintiff's exclusive rights under 17 U.S.C. § 106 in and to the Works
6 by exploiting, reproducing, performing, adapting, selling and/or distributing, without
7 proper authorization, Plaintiff's Works, to and/or for Defendants RDF and RDF Store, so
8 that these Defendants can exploit, reproduce, perform, adapt, sell and/or distribute these
9 unauthorized copies of Plaintiff's Works to the public via Defendant RDF and/or RDF
10 Store's website, on the internet, and at conventions, and public lectures, among other
11 ways, in further infringement of Plaintiff's exclusive rights under 17 U.S.C. § 106 in and
12 to the Works.

13 44. Plaintiff is informed and believes and on that basis alleges with respect to
14 the direct infringement by Defendant IWI of Plaintiff's exclusive rights under 17 U.S.C.
15 § 106 in and to the Works, Defendants RDF and RDF Store are vicariously infringing the
16 Works. Plaintiff is informed and believes and on that basis alleges that Defendants RDF
17 and/or RDF Store have profited directly from the infringing activity of Defendant IWI
18 because these Defendants by and through Robin Cornwell and/or Mike Cornwell with
19 approval or authorization of all Dawkins' Defendants place orders with IWI for copies of
20 the Works and thereafter sell the same to the public for profit, *inter alia*. As a result,
21 these Defendants have the right and ability to control the infringing activity of Defendant
22 IWI, and they have failed to exercise that right and ability.

1 45. Plaintiff is informed and believes and on that basis alleges with respect to
2 the direct infringement by Defendant IWI of Plaintiff's exclusive rights under 17 U.S.C.
3 § 106 in and to the Works, Defendants RDF, RDF Store, Robin Cornwell, and Mike
4 Cornwell have induced, caused, encouraged, and/or materially contributed to the same.
5 Plaintiff is informed and believes and on that basis alleges that these Defendants have
6 falsely represented to IWI that RDF is the copyright owner of the Works in order to
7 induce IWI to manufacture copies of Plaintiff's Works for RDF and/or RDF Store, and
8 have instructed IWI to remove and/or "black out" Plaintiff's logo from the artwork
9 accompanying the DVD packaging of certain Works, and/or attach "new artwork or
10 packaging" created by RDF to Plaintiff's Works, *inter alia*. Plaintiff is informed and
11 believes and on that basis alleges that these Defendants knew or had reason to know of
12 the infringing activity of IWI but took steps to avoid acknowledging the infringing
13 activity and instead intentionally induced and/or materially contributed to IWI's
14 infringing activity.

15 46. Plaintiff is informed and believes and on that basis alleges with respect to
16 the direct infringement by Defendants RDF and RDF Store of Plaintiff's exclusive rights
17 under 17 U.S.C. § 106 in and to the Works, Defendants Robin Cornwell and Mike
18 Cornwell are vicariously infringing the Works because these Defendants are employed by
19 Defendants RDF and/or RDF Store and they have directed and/or supervised RDF and/or
20 RDF Store's sales, distribution and/or exploitation of the unauthorized copies of the
21 Works.

1 47. Plaintiff is informed and believes and on that basis alleges with respect to
2 the direct infringement by Defendants RDF and RDF Store of Plaintiff's exclusive rights
3 under 17 U.S.C. § 106 in and to the Works, Defendants IWI, Robin Cornwell, and Mike
4 Cornwell have induced, caused, encouraged, and/or materially contributed to the same.
5 Plaintiff is informed and believes and on that basis alleges that these Defendants knew or
6 had reason to know of the infringing activity of RDF and RDF Store but took steps to
7 avoid acknowledging the infringing activity and instead intentionally induced and/or
8 materially contributed to the infringing activity of RDF and RDF Store.

9 48. Defendants acts of direct and indirect copyright infringement of Plaintiff's
10 exclusive rights under 17 U.S.C. § 106 in and to the Works have been willful, intentional,
11 and purposeful, in knowing disregard of Plaintiff's rights under the Copyright Act.

12 49. By reason of the Defendants' infringement and threatened infringement,
13 Plaintiff has sustained and will continue to sustain substantial injury, loss and damage to
14 their ownership rights in the Works.

15 50. Further irreparable harm to Plaintiff is imminent as a result of Defendants'
16 conduct, and Plaintiff is without an adequate remedy at law. Plaintiff is entitled to an
17 injunction restraining Defendants, their officers, directors, agents, employees,
18 representatives and all persons acting in concert with them from engaging in further such
19 acts of copyright infringement.

20 51. Plaintiff is further entitled to recover from Defendants the damages
21 sustained by Plaintiff as a result of Defendants' acts of copyright infringement. Plaintiff
22 is at present unable to ascertain the full extent of the monetary damage it has suffered by

1 reason of Defendants' acts of copyright infringement, but Plaintiff is informed and
2 believes, and on the basis of such information and belief alleges, that Plaintiff has
3 sustained damage in an amount exceeding \$500,000.

4 52. Plaintiff is further entitled to recover from Defendants the gains, profits and
5 advantages it has obtained as a result of its acts of copyright infringement. Plaintiff is at
6 present unable to ascertain the full extent of the gains, profits and advantages Defendants
7 have obtained by reason of their acts of copyright infringement, but Plaintiff is informed
8 and believes, and on the basis of such information and belief alleges, that Defendants
9 have obtained such gains, profits and advantages in an amount exceeding \$500,000.

CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

(DIRECT COPYRIGHT INFRINGEMENT IN VIOLATION OF THE

COPYRIGHT ACT, 17 U.S.C. §§ 101, ET SEQ.)

[Against Defendants IWI, RDF, and RDF Store]

15 53. Plaintiff realleges and incorporates by reference the allegations contained in
16 Paragraphs 1 through 52, inclusive, as if fully set forth herein.

17 54. Plaintiff owns valid copyrights in and to each of the fifteen (15) DVDs,
18 artwork, DVD menus, and other audiovisual works at issue here, and these works have
19 been registered with the United States Copyright Office. Attached hereto collectively as
20 **Exhibit “A”** are the copyright certificates for the fifteen (15) works (collectively referred
21 to herein as the “Works”).

1 55. Each of the Works contains a large number of creative elements wholly
2 original to Plaintiff and which are copyrightable subject matter under the laws of the
3 United States.

4 56. Plaintiff is (a) the assignee of any and all intellectual property rights in the
5 Works including all rights under copyright of Timonen, individually and d/b/a Upper
6 Branch, created prior to the formal incorporation of Plaintiff Upper Branch; and (b) the
7 copyright owner of the results and proceeds of Timonen's services following such
8 incorporation.

9 57. Plaintiff deposited "master" copies of Plaintiff's Works and "master"
10 computer files of the artwork created by Plaintiff to accompany the Works with Idea
11 Media Services, LLC ("Idea Media"), now Defendant IWI, with advance instruction that
12 from those master copies and files, Idea Media would create and duplicate copies of the
13 Works on a per-order basis as authorized by Timonen or Norton on behalf of Plaintiff.

14 58. Idea Media knew that only Plaintiff could place orders for the Works, and
15 that no third parties, including the Dawkins Defendants, could place orders for copies of
16 the Works without the express consent and authorization of Plaintiff.

17 59. The Dawkins Defendants knew that Plaintiff had deposited its master
18 materials with Idea Media.

19 60. In or about June 2010, certain Dawkins Defendants came to Los Angeles,
20 California and took physical possession of Plaintiff's assets, including tangible copies of
21 the Works, *inter alia*, under a false promise to "buy out the store."

1 61. Starting in or about June 2010, after having absconded with Plaintiff's
2 assets from Los Angeles, California, Dawkins Defendants began exploiting, reproducing,
3 performing, adapting, selling and distributing the copyrighted material in the Works in
4 DVD format in the United States. On information and belief, in or about June 2010, the
5 Dawkins Defendants by and through Robin Cornwell and Mike Cornwell formally
6 organized RDF Store and began utilizing RDF Store for the purpose of selling Plaintiff's
7 assets to the public. Unless enjoined or restrained, Defendants' conduct threatens to
8 further infringe Plaintiff's copyright interests.

9 62. In or about June 2010, and again in or about November 2010, Plaintiff
10 demanded and again reiterated to Idea Media in writing by email that RDF did not have
11 authorization from Plaintiff to orders copies of the Works. Idea Media ignored Plaintiff's
12 assertion of exclusive rights and, on information and belief, has thereafter copied and
13 distributed copies of the Works to RDF without Plaintiff's authorization.

14 63. Plaintiff demanded RDF to immediately return Plaintiff's assets.
15 Beginning in or about June 2010, and until October 2010, Plaintiff and the Dawkins
16 Defendants engaged in settlement discussions in an effort to reach an amicable resolution
17 to the dispute that arose among the parties as a result of the Dawkins Defendants having
18 fraudulently obtained Plaintiff's assets.

19 64. Plaintiff has notified Defendants that they are not authorized to exploit,
20 reproduce, adapt, distribute, sell, and/or perform Plaintiff's Works, or any of them, and
21 Plaintiff has demanded that they cease and desist from any such potential infringement of
22 Plaintiff's exclusive rights under 17 U.S.C. § 106 in and to the Works, but Plaintiff is

1 informed and believes and on that basis alleges that Defendants continue to maintain
2 otherwise including their right to continue distributing and exploiting the Works without
3 Plaintiff's authorization and in infringement of Plaintiff's exclusive rights.

4 65. None of the Defendants are authorized by Plaintiff to exploit, reproduce,
5 adapt, distribute, sell, and/or perform Plaintiff's Works, or any of them.

6 66. In or about October 2010, Dawkins and RDF filed a civil lawsuit against
7 Timonen, Norton, and Upper Branch Productions, Inc. in Los Angeles Superior Court,
8 bearing case no. EC054190, in part to seek a declaration of ownership of the copyrights
9 between these parties. One such complaint in such action filed by Dawkins and RDF
10 against Timonen, et al., alleged as follows, in pertinent part:

11 • “On July 15, 2010, [Timonen, Norton, and Upper Branch’s] lawyer, Alan
12 Abrams, Esq., sent an email to [RDF and Dawkins’] litigation counsel
13 suggesting that “the RDF website (which . . . was created by Mr. Timonen)
14 . . . , merchandise using the RDF logo created by Mr. Timonen, and audio-
15 visual and musical materials created and produced by Mr. Timonen” are all
16 “Mr. Timonen’s intellectual property rights” which have not been
17 transferred or assigned to [RDF or Dawkins.]”

18 • “In fact, all “intellectual property” Defendant Timonen created for
19 [Dawkins and RDF] at all times and for any purpose is a ‘work for hire’
20 commissioned and paid for by [Dawkins and RDF]. Consequently, any
21 copyrights, trademarks or other intellectual property rights pertaining to
22 logos, merchandise, ‘audio-visual or musical materials created and

1 produced by Mr. Timonen” for [the online store, RDF or Dawkins] belong
 2 to [RDF and Dawkins].”

- 3 • “An actual controversy had arisen and now exists between [RDF and
 4 Dawkins] and [Timonen, Norton, and Upper Branch]. [RDF and Dawkins]
 5 contend all of the intellectual property, logos, trademarks, copyrights,
 6 merchandise, music and audio-visual materials [Timonen, Norton, and
 7 Upper Branch] created for [RDF and Dawkins], any of [the] websites and
 8 [the online store] were ‘works made for hire’ that belong to [RDF and
 9 Dawkins.] . . . (the ‘Contested Rights’).”
- 10 • Accordingly, Dawkins and RDF requested, *inter alia*, “[f]or a judgment
 11 declaring all the Contested Rights belong to [Dawkins and RDF] and
 12 invalidating any purported or recorded claim of [Timonen, Norton, and
 13 Upper Branch] in or to the Contested Rights.”

14 67. In or about August 2011, Dawkins and RDF's complaint in EC054190 was
 15 dismissed with prejudice in favor of Timonen, Norton, and Plaintiff and costs to
 16 Timonen, Norton and Plaintiff were awarded.

17 68. Plaintiff is informed and believes and on that basis alleges that Defendant
 18 IWI has infringed Plaintiff's exclusive rights under 17 U.S.C. § 106 in and to the Works
 19 by exploiting, reproducing, performing, adapting, selling and/or distributing, without
 20 proper authorization, Plaintiff's Works, to and/or for Defendants RDF and RDF Store, so
 21 that these Defendants can exploit, reproduce, perform, adapt, sell and/or distribute these
 22 unauthorized copies of Plaintiff's Works to the public via Defendant RDF and/or RDF

1 Store's website, on the internet, and at conventions, and public lectures, among other
2 ways, in further infringement of Plaintiff's exclusive rights under 17 U.S.C. § 106 in and
3 to the Works.

4 69. Defendants acts of direct copyright infringement of Plaintiff's exclusive
5 rights under 17 U.S.C. § 106 in and to the Works have been willful, intentional, and
6 purposeful, in knowing disregard of Plaintiff's rights under the Copyright Act.

7 70. By reason of the Defendants' infringement and threatened future
8 infringement, Plaintiff has sustained and will contribute to sustain substantial injury, loss
9 and damage to their ownership rights in the Works.

10 71. Further irreparable harm to Plaintiff is imminent as a result of Defendants'
11 conduct, and Plaintiff is without an adequate remedy at law. Plaintiff is entitled to an
12 injunction restraining Defendants, their officers, directors, agents, employees,
13 representatives and all persons acting in concert with them from engaging in further such
14 acts of copyright infringement.

15 72. Plaintiff is further entitled to recover from Defendants the damages
16 sustained by Plaintiff as a result of Defendants' acts of copyright infringement. Plaintiff
17 is at present unable to ascertain the full extent of the monetary damage it has suffered by
18 reason of Defendants' acts of copyright infringement, but Plaintiff is informed and
19 believes, and on the basis of such information and belief alleges, that Plaintiff has
20 sustained damage in an amount exceeding \$500,000.

21 73. Plaintiff is further entitled to recover from Defendants the gains, profits and
22 advantages it has obtained as a result of its acts of copyright infringement. Plaintiff is at

1 present unable to ascertain the full extent of the gains, profits and advantages Defendants
2 have obtained by reason of their acts of copyright infringement, but Plaintiff is informed
3 and believes, and on the basis of such information and belief alleges, that Defendants
4 have obtained such gains, profits and advantages in an amount exceeding \$500,000.

5 **SECOND CLAIM FOR RELIEF**

6 **(CONTRIBUTORY COPYRIGHT INFRINGEMENT)**

7 **[Against ALL Defendants EXCEPT IWI]**

8 74. Plaintiff realleges and incorporates by reference the allegations contained in
9 Paragraphs 1 through 52, inclusive, as if fully set forth herein.

10 75. Plaintiff owns valid copyrights in and to each of the fifteen (15) DVDs,
11 artwork, DVD menus, and other audiovisual works at issue here, and these works have
12 been registered with the United States Copyright Office. Attached hereto collectively as
13 **Exhibit “A”** are the copyright certificates for the fifteen (15) works (collectively referred
14 to herein as the “Works”).

15 76. Each of the Works contains a large number of creative elements wholly
16 original to Plaintiff and which are copyrightable subject matter under the laws of the
17 United States.

18 77. Plaintiff is (a) the assignee of any and all intellectual property rights in the
19 Works including all rights under copyright of Timonen, individually and d/b/a Upper
20 Branch, created prior to the formal incorporation of Plaintiff Upper Branch; and (b) the
21 copyright owner of the results and proceeds of Timonen’s services following such
22 incorporation.

1 78. Plaintiff deposited “master” copies of Plaintiff’s Works and “master”
2 computer files of the artwork created by Plaintiff to accompany the Works with Idea
3 Media Services, LLC (“Idea Media”), now Defendant IWI, with advance instruction that
4 from those master copies and files, Idea Media would create and duplicate copies of the
5 Works on a per-order basis as authorized by Timonen or Norton on behalf of Plaintiff.

6 79. Idea Media knew that only Plaintiff could place orders for the Works, and
7 that no third parties, including the Dawkins Defendants, could place orders for copies of
8 the Works without the express consent and authorization of Plaintiff.

9 80. The Dawkins Defendants knew that Plaintiff had deposited its master
10 materials with Idea Media.

11 81. In or about June 2010, Dawkins Defendants came to Los Angeles,
12 California and took physical possession of Plaintiff’s assets, including tangible copies of
13 the Works, *inter alia*, under a false promise to “buy out the store.”

14 82. Starting in or about June 2010, after having absconded with Plaintiff’s
15 assets from Los Angeles, California, Dawkins Defendants began exploiting, reproducing,
16 performing, adapting, selling and distributing the copyrighted material in the Works in
17 DVD format in the United States. On information and belief, in or about June 2010, the
18 Dawkins Defendants by and through Robin Cornwell and Mike Cornwell formally
19 organized RDF Store and began utilizing RDF Store for the purpose of selling Plaintiff’s
20 assets to the public. Unless enjoined or restrained, Defendants’ conduct threatens to
21 further infringe Plaintiff’s copyright interests.

1 83. In or about June 2010, and again in or about November 2010, Plaintiff
 2 demanded and again reiterated to Idea Media in writing by email that RDF did not have
 3 authorization from Plaintiff to orders copies of the Works. Idea Media intentionally
 4 ignored Plaintiff's assertion of exclusive rights and, on information and belief, has
 5 continually copied and distributed copies of the Works to RDF without Plaintiff's
 6 authorization.

7 84. Plaintiff demanded RDF to immediately return Plaintiff's assets.
 8 Beginning in or about June 2010, and until October 2010, Plaintiff and the Dawkins
 9 Defendants engaged in settlement discussions in an effort to reach an amicable resolution
 10 to the dispute that arose among the parties as a result of the Dawkins Defendants having
 11 fraudulently obtained Plaintiff's assets.

12 85. Plaintiff has notified Defendants that they are not authorized to exploit,
 13 reproduce, adapt, distribute, sell, and/or perform Plaintiff's Works, or any of them, and
 14 Plaintiff has demanded that they cease and desist from any such potential infringement of
 15 Plaintiff's exclusive rights under 17 U.S.C. § 106 in and to the Works, but Plaintiff is
 16 informed and believes and on that basis alleges that Defendants continue to maintain
 17 otherwise including their right to continue distributing and exploiting the Works without
 18 Plaintiff's authorization and in infringement of Plaintiff's exclusive rights.

19 86. None of the Defendants are authorized by Plaintiff to exploit, reproduce,
 20 adapt, distribute, sell, and/or perform Plaintiff's Works, or any of them.

21 87. Plaintiff is informed and believes and on that basis alleges that Defendant
 22 IWI has infringed Plaintiff's exclusive rights under 17 U.S.C. § 106 in and to the Works

1 by exploiting, reproducing, performing, adapting, selling and/or distributing, without
2 proper authorization, Plaintiff's Works, to and/or for Defendants RDF and RDF Store, so
3 that these Defendants can exploit, reproduce, perform, adapt, sell and/or distribute these
4 unauthorized copies of Plaintiff's Works to the public via Defendant RDF and/or RDF
5 Store's website, on the internet, and at conventions, and public lectures, among other
6 ways, in further infringement of Plaintiff's exclusive rights under 17 U.S.C. § 106 in and
7 to the Works.

8 88. Plaintiff is informed and believes and on that basis alleges with respect to
9 the direct infringement by Defendant IWI of Plaintiff's exclusive rights under 17 U.S.C.
10 § 106 in and to the Works, Defendants Dawkins, RDF, RDF Store, Robin Cornwell, and
11 Mike Cornwell have intentionally induced, caused, encouraged, and/or materially
12 contributed to the same. Plaintiff is informed and believes and on that basis alleges that
13 these Defendants have falsely represented to IWI that RDF is the copyright owner of the
14 Works in order to induce IWI to manufacture copies of Plaintiff's Works for RDF and/or
15 RDF Store, and have instructed IWI to remove and/or "black out" Plaintiff's logo from
16 the artwork accompanying the DVD packaging of certain Works, and/or attach "new
17 artwork or packaging" created by RDF to Plaintiff's Works, *inter alia*. Plaintiff is
18 informed and believes and on that basis alleges that these Defendants knew or had reason
19 to know of the infringing activity of direct infringing defendant IWI but intentionally
20 induced and/or materially contributed to infringing defendant IWI's infringing activity.

21 89. Plaintiff is informed and believes and on that basis alleges with respect to
22 the direct infringement by Defendants RDF and RDF Store of Plaintiff's exclusive rights

1 under 17 U.S.C. § 106 in and to the Works, Defendants Dawkins, IWI, Robin Cornwell,
2 and Mike Cornwell have intentionally induced, caused, encouraged, and/or materially
3 contributed to the same. Plaintiff is informed and believes and on that basis alleges that
4 these Defendants knew or had reason to know of the infringing activity of RDF and RDF
5 Store but intentionally induced and/or materially contributed to the infringing activity of
6 direct infringing defendants RDF and RDF Store.

7 90. Defendants acts of indirect copyright infringement of Plaintiff's exclusive
8 rights under 17 U.S.C. § 106 in and to the Works have been willful, intentional, and
9 purposeful, in knowing disregard of Plaintiff's rights under the Copyright Act.

10 91. By reason of the Defendants' infringement and threatened infringement,
11 Plaintiff has sustained and will contribute to sustain substantial injury, loss and damage to
12 their ownership rights in the Works.

13 92. Further irreparable harm to Plaintiff is imminent as a result of Defendants'
14 conduct, and Plaintiff is without an adequate remedy at law. Plaintiff is entitled to an
15 injunction restraining Defendants, their officers, directors, agents, employees,
16 representatives and all persons acting in concert with them from engaging in further such
17 acts of copyright infringement.

18 93. Plaintiff is further entitled to recover from Defendants the damages
19 sustained by Plaintiff as a result of Defendants' acts of copyright infringement. Plaintiff
20 is at present unable to ascertain the full extent of the monetary damage it has suffered by
21 reason of Defendants' acts of copyright infringement, but Plaintiff is informed and
22

1 believes, and on the basis of such information and belief alleges, that Plaintiff has
2 sustained damage in an amount exceeding \$500,000.

3 94. Plaintiff is further entitled to recover from Defendants the gains, profits and
4 advantages it has obtained as a result of its acts of copyright infringement. Plaintiff is at
5 present unable to ascertain the full extent of the gains, profits and advantages Defendants
6 have obtained by reason of their acts of copyright infringement, but Plaintiff is informed
7 and believes, and on the basis of such information and belief alleges, that Defendants
8 have obtained such gains, profits and advantages in an amount exceeding \$500,000.

THIRD CLAIM FOR RELIEF

(VICARIOUS COPYRIGHT INFRINGEMENT)

[Against ALL Defendants EXCEPT IWI and Dawkins]

12 95. Plaintiff realleges and incorporates by reference the allegations contained in
13 Paragraphs 1 through 52, inclusive, as if fully set forth herein.

14 96. Plaintiff owns valid copyrights in and to each of the fifteen (15) DVDs,
15 artwork, DVD menus, and other audiovisual works at issue here, and these works have
16 been registered with the United States Copyright Office. Attached hereto collectively as
17 **Exhibit “A”** are the copyright certificates for the fifteen (15) works (collectively referred
18 to herein as the “Works”).

19 97. Each of the Works contains a large number of creative elements wholly
20 original to Plaintiff and which are copyrightable subject matter under the laws of the
21 United States.

1 98. Plaintiff is (a) the assignee of any and all intellectual property rights in the
2 Works including all rights under copyright of Timonen, individually and d/b/a Upper
3 Branch, created prior to the formal incorporation of Plaintiff Upper Branch; and (b) the
4 copyright owner of the results and proceeds of Timonen's services following such
5 incorporation.

6 99. Plaintiff deposited "master" copies of Plaintiff's Works and "master"
7 computer files of the artwork created by Plaintiff to accompany the Works with Idea
8 Media Services, LLC ("Idea Media"), now Defendant IWI, with advance instruction that
9 from those master copies and files, Idea Media would create and duplicate copies of the
10 Works on a per-order basis as authorized by Timonen or Norton on behalf of Plaintiff.

11 100. Idea Media knew that only Plaintiff could place orders for the Works, and
12 that no third parties, including the Dawkins Defendants, could place orders for copies of
13 the Works without the express consent and authorization of Plaintiff.

14 101. The Dawkins Defendants knew that Plaintiff had deposited its master
15 materials with Idea Media.

16 102. In or about June 2010, the Dawkins Defendants came to Los Angeles,
17 California and took physical possession of Plaintiff's assets, including tangible copies of
18 the Works, *inter alia*, under a false promise to "buy out the store".

19 103. Starting in or about June 2010, after having absconded with Plaintiff's
20 assets from Los Angeles, California, the Dawkins Defendants began exploiting,
21 reproducing, performing, adapting, selling and distributing the copyrighted material in
22 the Works in DVD format in the United States. On information and belief, in or about

1 June 2010, the Dawkins Defendants by and through Robin Cornwell and Mike Cornwell
2 formally organized RDF Store and began utilizing RDF Store for the purpose of selling
3 Plaintiff's assets to the public. Unless enjoined or restrained, Defendants' conduct
4 threatens to further infringe Plaintiff's copyright interests.

5 104. In or about June 2010, and again in or about November 2010, Plaintiff
6 demanded and again reiterated to Idea Media in writing by email that RDF did not have
7 authorization from Plaintiff to orders copies of the Works. Idea Media intentionally
8 ignored Plaintiff's assertion of exclusive rights and, on information and belief, has
9 continually copied and distributed copies of the Works to RDF without Plaintiff's
10 authorization.

11 105. Plaintiff demanded RDF to immediately return Plaintiff's assets.
12 Beginning in or about June 2010, and until October 2010, Plaintiff and the Dawkins
13 Defendants engaged in settlement discussions in an effort to reach an amicable resolution
14 to the dispute that arose among the parties as a result of the Dawkins Defendants having
15 fraudulently obtained Plaintiff's assets.

16 106. Plaintiff has notified Defendants that they are not authorized to exploit,
17 reproduce, adapt, distribute, sell, and/or perform Plaintiff's Works, or any of them, and
18 Plaintiff has demanded that they cease and desist from any such potential infringement of
19 Plaintiff's exclusive rights under 17 U.S.C. § 106 in and to the Works, but Plaintiff is
20 informed and believes and on that basis alleges that Defendants continue to maintain
21 otherwise including their right to continue distributing and exploiting the Works without
22 Plaintiff's authorization and in infringement of Plaintiff's exclusive rights.

1 107. None of the Defendants are authorized by Plaintiff to exploit, reproduce,
2 adapt, distribute, sell, and/or perform Plaintiff's Works, or any of them.

3 108. Plaintiff is informed and believes and on that basis alleges that Defendant
4 IWI has infringed Plaintiff's exclusive rights under 17 U.S.C. § 106 in and to the Works
5 by exploiting, reproducing, performing, adapting, selling and/or distributing, without
6 proper authorization, Plaintiff's Works, to and/or for Defendants RDF and RDF Store, so
7 that these Defendants can exploit, reproduce, perform, adapt, sell and/or distribute these
8 unauthorized copies of Plaintiff's Works to the public via Defendant RDF and/or RDF
9 Store's website, on the internet, and at conventions, and public lectures, among other
10 ways, in further infringement of Plaintiff's exclusive rights under 17 U.S.C. § 106 in and
11 to the Works.

12 109. Plaintiff is informed and believes and on that basis alleges with respect to
13 the direct infringement by Defendant IWI of Plaintiff's exclusive rights under 17 U.S.C.
14 § 106 in and to the Works, Defendants RDF and RDF Store are vicariously infringing the
15 Works. Plaintiff is informed and believes and on that basis alleges that Defendants RDF
16 and/or RDF Store are profiting directly from the infringing activity of Defendant IWI
17 because these Defendants by and through Robin Cornwell and/or Mike Cornwell place
18 orders with IWI for copies of the Works and thereafter sell the same to the public for
19 profit, *inter alia*. As a result, these Defendants have the right and ability to control the
20 infringing activity of Defendant IWI, and they have failed to exercise that right and
21 ability.

1 110. Plaintiff is informed and believes and on that basis alleges with respect to
2 the direct infringement by Defendants RDF and RDF Store of Plaintiff's exclusive rights
3 under 17 U.S.C. § 106 in and to the Works, Defendants Robin Cornwell and Mike
4 Cornwell are vicariously infringing the Works because these Defendants are employed by
5 Defendants RDF and/or RDF Store and they have directed and/or supervised RDF and/or
6 RDF Store's sales, distribution and/or exploitation of the unauthorized copies of the
7 Works.

8 111. Defendants acts of indirect copyright infringement of Plaintiff's exclusive
9 rights under 17 U.S.C. § 106 in and to the Works have been willful, intentional, and
10 purposeful, in knowing disregard of Plaintiff's rights under the Copyright Act.

11 112. By reason of the Defendants' infringement and threatened infringement,
12 Plaintiff has sustained and will continue to sustain substantial injury, loss and damage to
13 their ownership rights in the Works.

14 113. Further irreparable harm to Plaintiff is imminent as a result of Defendants'
15 conduct, and Plaintiff is without an adequate remedy at law. Plaintiff is entitled to an
16 injunction restraining Defendants, their officers, directors, agents, employees,
17 representatives and all persons acting in concert with them from engaging in further such
18 acts of copyright infringement.

19 114. Plaintiff is further entitled to recover from Defendants the damages
20 sustained by Plaintiff as a result of Defendants' acts of copyright infringement. Plaintiff
21 is at present unable to ascertain the full extent of the monetary damage it has suffered by
22 reason of Defendants' acts of copyright infringement, but Plaintiff is informed and

1 believes, and on the basis of such information and belief alleges, that Plaintiff has
2 sustained damage in an amount exceeding \$500,000.

3 115. Plaintiff is further entitled to recover from Defendants the gains, profits and
4 advantages it has obtained as a result of its acts of copyright infringement. Plaintiff is at
5 present unable to ascertain the full extent of the gains, profits and advantages Defendants
6 have obtained by reason of their acts of copyright infringement, but Plaintiff is informed
7 and believes, and on the basis of such information and belief alleges, that Defendants
8 have obtained such gains, profits and advantages in an amount exceeding \$500,000.

FOURTH CLAIM FOR RELIEF

(FRAUD)

[Against Defendants RDF, Dawkins, and Robin Cornwell]

12 116. Plaintiff realleges and incorporates by reference the allegations contained in
13 Paragraphs 1 through 52, inclusive, as if fully set forth herein.

14 117. Plaintiff owns valid copyrights in and to each of the fifteen (15) DVDs,
15 artwork, DVD menus, and other audiovisual works at issue here, and these works have
16 been registered with the United States Copyright Office. Attached hereto collectively as
17 **Exhibit “A”** are the copyright certificates for the fifteen (15) works (collectively referred
18 to herein as the “Works”).

19 118. Each of the Works contains a large number of creative elements wholly
20 original to Plaintiff and which are copyrightable subject matter under the laws of the
21 United States.

1 119. Plaintiff is (a) the assignee of any and all intellectual property rights in the
2 Works including all rights under copyright of Timonen, individually and d/b/a Upper
3 Branch, created prior to the formal incorporation of Plaintiff Upper Branch; and (b) the
4 copyright owner of the results and proceeds of Timonen's services following such
5 incorporation.

6 120. Plaintiff deposited "master" copies of Plaintiff's Works and "master"
7 computer files of the artwork created by Plaintiff to accompany the Works with Idea
8 Media Services, LLC ("Idea Media"), now Defendant IWI, with advance instruction that
9 from those master copies and files, Idea Media would create and duplicate copies of the
10 Works on a per-order basis as authorized by Timonen or Norton on behalf of Plaintiff.

11 121. Idea Media knew that only Plaintiff could place orders for the Works, and
12 that no third parties, including the Dawkins Defendants, could place orders for copies of
13 the Works without the express consent and authorization of Plaintiff.

14 122. The Dawkins Defendants knew that Plaintiff had deposited its master
15 materials with Idea Media.

16 123. In or about 2006, Dawkins and Timonen orally agreed that Timonen would
17 design and develop from Los Angeles, California, two websites, one for Dawkins,
18 personally, and one for Dawkins' anticipated namesake foundation, Defendant RDF.
19 Timonen was paid as an independent contractor for these website services.

20 124. In or about June 2007, Dawkins and Robin Cornwell orally agreed with
21 Timonen that Timonen d/b/a Upper Branch would create and operate, independently and
22 autonomously from Dawkins and his namesake foundation, RDF, an online store ("Upper

1 Branch Store") from Los Angeles, California, and that Timonen d/b/a Upper Branch and
 2 Timonen's employees would create the products that would be sold in the Upper Branch
 3 Store. After formal incorporation, Plaintiff took over operations of the Los Angeles
 4 based online Upper Branch Store.

5 125. All products sold in the Upper Branch Store publicized the issues and
 6 cause(s) supported and advanced by Dawkins and RDF but Dawkins made clear that, in
 7 Dawkins' own words, the Upper Branch Store was "not directly concerned with
 8 RDF[]'[s] activities."

9 126. At all times hereunder, Plaintiff was an independent business (independent
 10 from RDF, et al.), and Mr. Timonen autonomously ran and operated the Upper Branch
 11 Store from a location within Los Angeles, California. No Dawkins Defendant was an
 12 owner or officer of Plaintiff.

13 127. Timonen proposed to Dawkins that certain profits of the Upper Branch
 14 Store operation could possibly be donated to RDF. In response, on or about July 25,
 15 2007, Dawkins emailed Timonen in Los Angeles: "it's your baby, your profits, your tax .
 16 . . as for whether Upper Branch should make a donation to RDF[], I don't think you
 17 should feel any moral obligations in that regard."

18 128. The Works were created over the course of the next two years and Plaintiff
 19 sold copies of the Works to the public from the online Upper Branch Store, among other
 20 ways.

21 129. In or about December 2009, Defendants Dawkins and Robin Cornwell, on
 22 behalf of RDF *inter alia*, asserted an interest in purchasing certain assets of Plaintiff. In

1 connection therewith, Defendant Robin Cornwell and other RDF trustees represented to
2 Timonen and Norton who were in Los Angeles at the time that RDF had obtained its
3 501(c)(3) status and had been “uncoupled” from the United Kingdom sister foundation,
4 which purportedly allowed RDF to profit from the sale of merchandise.

5 130. Correspondingly, in or about December 2009, Dawkins and Robin
6 Cornwell on behalf of RDF orally and by email agreed with Timonen and Norton on
7 behalf of Plaintiff in Los Angeles “to buy out the store” and that upon the condition and
8 in consideration for the transfer of certain assets of Plaintiff’s, including Plaintiff’s
9 inventory of tangible copies of the Works, and written copyright assignments, Defendant
10 RDF would “buy out the store” and provide monetary consideration to Plaintiff and
11 compensate Plaintiff for all of its inventory and the costs and liabilities incurred by
12 Plaintiff as a result of the conveyance, transfer and assignment of assets to RDF and
13 related matters. A true and correct copy of an email sent by Elisabeth Cornwell (on
14 behalf of all Dawkins Defendants) to Josh Timonen and Maureen Norton who were in
15 Los Angeles on December 29, 2009 is attached hereto and incorporated by reference
16 herein as **Exhibit “B.”** Plaintiffs are informed and believe and on that basis allege that
17 this email was sent with the approval of Dawkins, and that such email would not have
18 been sent to Timonen and Norton in Los Angeles without his authority and the authority
19 of all other Dawkins Defendants herein.

20 131. Starting in or about December 2009, and subsequently thereafter,
21 Defendants Dawkins and Robin Cornwell on behalf of Defendant RDF at all times
22 materially represented by telephone and email and led Timonen and Norton, who were in

1 Los Angeles at the time, on behalf of Plaintiff to believe and reasonably rely on
2 Defendants' material representations that in consideration for the conveyance, transfer
3 and assignment of assets from Plaintiff to RDF, including written copyright assignments,
4 RDF would provide monetary consideration to Plaintiff and compensate Plaintiff for all
5 of its inventory and costs and liabilities it incurred as a result of the conveyance, transfer
6 and assignment of assets to RDF and related matters.

7 132. In reasonable reliance upon the foregoing material representations and
8 assurances from Defendants Dawkins and Robin Cornwell, on behalf of Defendant RDF,
9 that the Plaintiff would receive monetary consideration for the conveyance, transfer, and
10 assignment of assets to RDF, Timonen and Norton reasonably having no reason to
11 believe that such telephone and email representations made by Dawkins and Robin
12 Cornwell on behalf of Defendant RDF were false in any way, were on behalf of Plaintiff
13 induced in Los Angeles, California to perform and did perform completely in or about
14 June 2010 by, *inter alia*, permitting Defendant RDF (through Robin Cornwell, Mike
15 Cornwell, and Steve Gaines) to take physical possession of Plaintiff's inventory from Los
16 Angeles, California, including tangible copies of the Works, and assigning to RDF
17 certain of Plaintiff's assets including written copyright assignments as to certain of the
18 Works, including those attached hereto in **Exhibit "C"**, before Plaintiff was ever paid
19 any of the agreed upon and promised monetary consideration for its inventory, the
20 transfer thereof, or for Plaintiff's incurred costs and liabilities, as promised by these
21 Defendants. Attached hereto and incorporated by reference herein as **Exhibit "C"** are
22

1 true and correct copies of the two (2) short form copyright assignments Plaintiff executed
2 in Los Angeles, California in favor of RDF in reliance upon such misrepresentations.

3 133. At the time the representations were made and Plaintiff entered into the
4 agreement, and at subsequent times when Robin Cornwell and RDF agents Mike
5 Cornwell and Steve Gaines on behalf of RDF came to Los Angeles to take physical
6 possession of Plaintiff's assets, including written copyright assignments, Timonen and
7 Norton on behalf of Plaintiff did not know the material representations or material
8 omissions of fact by Dawkins, Robin Cornwell, Mike Cornwell and Steve Gaines on
9 behalf of Defendant RDF were false, but believed them to be true and reasonably relied
10 on them. Had they known the true facts, they would not have rendered performance on
11 behalf of Plaintiff without consideration.

12 134. It was only after Plaintiff fully performed in Los Angeles, California the
13 agreement, and all of such inventory had been removed from Plaintiff's place of business
14 in Los Angeles, that they discovered Defendant RDF had no intention of "buy[ing] out
15 the store" or providing the promised consideration or paying the agreed consideration to
16 Plaintiff for its inventory, the transfer thereof, including the costs and liabilities incurred
17 by Plaintiff as a result of the conveyance, transfer and assignment of assets to RDF and
18 related matters, as promised by the Dawkins Defendants.

19 135. Without any legal right or justification and in contravention of the
20 contractual agreement between the parties, Defendant RDF fraudulently acquired
21 Plaintiff's assets, including Plaintiff's inventory consisting of Plaintiff's tangible copies
22 of the Works, *inter alia*, and copyright assignments for certain works attached hereto as

1 **Exhibit “C,”** and commenced selling Plaintiff’s assets to the public, including
2 unauthorized copies of Plaintiff’s copyrighted Works, without ever having provided the
3 promised monetary consideration or compensation to Plaintiff, as promised by the
4 Dawkins Defendants to Timonen and Norton on behalf of Plaintiff in Los Angeles.

5 136. Apart from the two short form copyright assignments attached hereto as
6 **Exhibit “C,”** pertaining to those Works entitled “Atheist Alliance International (AAI)
7 2007” (PA1609844, 2007) and “Pat Condell Anthology Feb. 2007 - Feb. 2008”
8 (PA1646005, 2008), which were obtained on the basis of the fraud of Dawkins
9 Defendants herein, there are no other documents purportedly transferring any of
10 Plaintiff’s copyright interests in or to any of the Works to Defendants RDF.

11 137. Due to the fraud of Dawkins Defendants, much of which occurred in Los
12 Angeles, no consideration supports any transfer, conveyance or assignment of any
13 copyrights in the Works to Dawkins Defendants.

14 138. Plaintiff has been damaged in an amount to be proven at trial, plus pre- and
15 post judgment interest at the legal rate, consequential and incidental damages, costs,
16 expenses, and reasonable attorney's fees.

17 139. Plaintiff further alleges that Defendants, through managing agents Dawkins
18 and Cornwell, were guilty of oppression, fraud and malice as defined by California Civil
19 Code § 3294 when making the above referenced representations and that Plaintiff should
20 recover punitive damages in an amount sufficient to punish and deter Defendants from
21 repeating such conduct in the future.

FIFTH CLAIM FOR RELIEF

(BREACH OF ORAL CONTRACT - *IN THE ALTERNATIVE*)

[Against Defendant RDF]

4 140. Plaintiff realleges and incorporates by reference the allegations contained in
5 Paragraphs 1 through 52, inclusive, as if fully set forth herein.

6 141. In or about December 2009, Defendants Dawkins and Robin Cornwell, on
7 behalf of RDF *inter alia*, asserted an interest in purchasing certain assets of Plaintiff. In
8 connection therewith, Defendant Robin Cornwell and other RDF trustees represented to
9 Timonen and Norton who were in Los Angeles at the time that RDF had obtained its
10 501(c)(3) status and had been “uncoupled” from the United Kingdom sister foundation,
11 which purportedly allowed RDF to profit from the sale of merchandise.

12 142. Correspondingly, in or about December 2009, Dawkins and Robin
13 Cornwell on behalf of RDF orally and by email agreed with Timonen and Norton on
14 behalf of Plaintiff in Los Angeles “to buy out the store” and that upon the condition and
15 in consideration for the transfer of certain assets of Plaintiff’s, including Plaintiff’s
16 inventory of tangible copies of the Works, and written copyright assignments, Defendant
17 RDF would “buy out the store” and provide monetary consideration to Plaintiff and
18 compensate Plaintiff for all of its inventory and the costs and liabilities incurred by
19 Plaintiff as a result of the conveyance, transfer and assignment of assets to RDF and
20 related matters. A true and correct copy of an email sent by Elisabeth Cornwell (on
21 behalf of all Dawkins Defendants) to Josh Timonen and Maureen Norton who were in
22 Los Angeles on December 29, 2009 is attached hereto and incorporated by reference

1 herein as **Exhibit “B.”** Plaintiffs are informed and believe and on that basis allege that
2 this email was sent with the approval of Dawkins, and that such email would not have
3 been sent to Timonen and Norton in Los Angeles without his authority and the authority
4 of all other Dawkins Defendants herein.

5 143. Defendant materially breached the agreement in that Plaintiff has never
6 been compensated for its inventory or costs or liabilities incurred as a result of its
7 conveyance, assignment, and related matters.

8 144. Plaintiff fully performed all conditions, covenants, and promises required
9 of them under the terms of the agreement, except for those conditions, covenants and
10 promises which have been prevented or otherwise excused by the conduct of the
11 Defendant in that Plaintiff has conveyed and assigned Plaintiff's inventory and assets to
12 Defendant RDF.

13 145. As a direct and proximate result of the foregoing breach, Plaintiff has been
14 damaged in an amount to be proven at trial, plus pre- and post-judgment interest at the
15 legal rate.

SIXTH CLAIM FOR RELIEF

(BREACH OF IMPLIED CONTRACT - *IN THE ALTERNATIVE*)

[Against Defendant RDF]

19 146. Plaintiff realleges and incorporates by reference the allegations contained in
20 Paragraphs 1 through 52, inclusive, as if fully set forth herein.

147. In or about December 2009, Defendants Dawkins and Robin Cornwell, on behalf of RDF *inter alia*, asserted an interest in purchasing certain assets of Plaintiff. In

1 connection therewith, Defendant Robin Cornwell and other RDF trustees represented to
2 Timonen and Norton who were in Los Angeles at the time that RDF had obtained its
3 501(c)(3) status and had been “uncoupled” from the United Kingdom sister foundation,
4 which purportedly allowed RDF to profit from the sale of merchandise.

5 148. Correspondingly, in or about December 2009, Dawkins and Robin
6 Cornwell on behalf of RDF orally and by email agreed with Timonen and Norton on
7 behalf of Plaintiff in Los Angeles “to buy out the store” and that upon the condition and
8 in consideration for the transfer of certain assets of Plaintiff’s, including Plaintiff’s
9 inventory of tangible copies of the Works, and written copyright assignments, Defendant
10 RDF would “buy out the store” and provide monetary consideration to Plaintiff and
11 compensate Plaintiff for all of its inventory and the costs and liabilities incurred by
12 Plaintiff as a result of the conveyance, transfer and assignment of assets to RDF and
13 related matters. A true and correct copy of an email sent by Elisabeth Cornwell (on
14 behalf of all Dawkins Defendants) to Josh Timonen and Maureen Norton who were in
15 Los Angeles on December 29, 2009 is attached hereto and incorporated by reference
16 herein as **Exhibit “B.”** Plaintiffs are informed and believe and on that basis allege that
17 this email was sent with the approval of Dawkins, and that such email would not have
18 been sent to Timonen and Norton in Los Angeles without his authority and the authority
19 of all other Dawkins Defendants herein.

20 149. At all relevant times Defendant RDF, by and through Defendants Dawkins
21 and Robin Cornwell, discussed with Timonen and/or Norton on behalf of Plaintiff, the
22 conveyance and assignment of inventory and assets from Plaintiff to RDF, Defendant

1 RDF understood and agreed that Plaintiff's actions in furtherance of such conveyance and
2 assignment occurred because Plaintiff was expecting monetary consideration and
3 compensation for all of its inventory and costs and liabilities incurred as a result of such
4 conveyance, assignment, and related matters.

5 150. With this knowledge, Robin Cornwell and RDF agents Mike Cornwell and
6 Steve Gaines on behalf of RDF came to Los Angeles to take physical possession of
7 Plaintiff's assets, including written copyright assignments from Plaintiff.

8 151. Plaintiff has not received any monetary consideration or agreed to
9 compensation from RDF for the conveyance and assignment of Plaintiff's inventory and
10 assets to RDF, and related matters.

11 152. Beginning in or about June 2010, and until October 2010, Plaintiff and the
12 Dawkins Defendants engaged in settlement discussions in an effort to reach an amicable
13 resolution to the dispute that arose among the parties as a result of the Dawkins
14 Defendants having fraudulently obtained Plaintiff's assets.

15 153. Accordingly, Defendant has violated its implied agreement with Plaintiff.

16 154. As a direct and proximate result of the foregoing breach, Plaintiff has been
17 damaged in an amount to be proven at trial, plus pre- and post-judgment interest at the
18 legal rate.

19 ///

20 ///

21 ///

22

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that this Court enter judgment in its favor and against Defendants, and each of them, as follows:

- (a) On the first through third claims for relief, preliminarily and permanently enjoin, pursuant to 17 U.S.C. § 502, Defendants, their respective officers, agents, servants, employees and those persons in active concert or participation with Defendants, or any of them, from inducing infringement or directly, contributorily, and/or vicariously infringing by any means, Plaintiff's exclusive rights under the Copyright Act, including, but not limited to manufacturing, reproducing, distributing, adapting, displaying, advertising, promoting, offering for sale and/or selling, or performing any materials that are substantially similar to the copyrighted Works listed on **Exhibit “A”**, and to deliver to the Court for destruction or other reasonable disposition all such materials and means for producing same in Defendants' possession or control;
- (b) award Plaintiff statutory damages in accordance with 17 U.S.C. § 504 and other applicable law;
- (c) award Plaintiff general, compensatory and consequential damages in an amount to be proven at trial, including allowable legal interest on the sum according to proof;
- (d) award Plaintiff punitive damages in an amount appropriate to punish the Defendants and deter others from engaging in similar misconduct;

1 (e) for an award of profits attributable to the infringement;

2 (f) for an award of Plaintiff's actual damages attributable to the infringement;

3 award Plaintiff costs and reasonable attorneys' fees in accordance with 17

4 U.S.C. § 505, and other applicable law; and

5 (g) award Plaintiff such further and additional relief as the Court may deem

6 just and proper.

7

8 Dated: December 9, 2012

Respectfully submitted,

COSTA, ABRAMS & COATE, LLP

10 By: /s/ Charles M. Coate
11 Alan Abrams
12 Charles M. Coate
13 Attorneys for Plaintiff UPPER BRANCH
14 PRODUCTIONS, INC.

DEMAND FOR JURY TRIAL

Plaintiff requests a jury trial on all issues so triable.

Dated: December 9, 2012

Respectfully submitted,

COSTA, ABRAMS & COATE, LLP

By: /s/ Charles M. Coate
Alan Abrams
Charles M. Coate
Attorneys for Plaintiff UPPER BRANCH
PRODUCTIONS, INC.



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Register of Copyrights, United States of America

Registration Number
PA 1-744-813

Effective date of registration:

November 19, 2010

Title _____

Title of Work: Break the Science Barrier

Completion/ Publication _____

Year of Completion: 2008

Date of 1st Publication: February 3, 2008

Nation of 1st Publication: United States

Author _____

■ **Author:** Upper Branch Productions Inc.

Author Created: DVD artwork and additional footage

Work made for hire: Yes

Citizen of: United States

Domiciled in: United States

Copyright claimant _____

Copyright Claimant: Upper Branch Productions Inc.

555 NW Park Ave #317, Portland, OR, 97209

Limitation of copyright claim _____

Material excluded from this claim: original video

New material included in claim: DVD artwork and additional footage

Certification _____

Name: Josh Timonen

Date: October 6, 2010

Correspondence: Yes



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

A handwritten signature in black ink that reads "Maria A. Pallante".

Acting Register of Copyrights, United States of America

Registration Number
PA 1-720-581

Effective date of
registration:
October 27, 2010

Title _____

Title of Work: The Root of all Evil: The Uncut Interviews

Completion/Publication _____

Year of Completion: 2007

Date of 1st Publication: September 8, 2007 **Nation of 1st Publication:** United States

Author _____

■ **Author:** Upper Branch Productions Inc.

Author Created: Dvd artwork,dvd graphics, dvd authoring, dvd menu, dvd menu music.

Work made for hire: Yes

Citizen of: United States

Domiciled in: United States

Copyright claimant _____

Copyright Claimant: Upper Branch Productions Inc.

555 NW Park Ave #317, Portland, CA, 97209, United States

Certification _____

Name: Josh Timonen

Date: October 6, 2010



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

A handwritten signature in black ink that reads "Maria A. Pallante".

Acting Register of Copyrights, United States of America

Registration Number
PA 1-725-279

Effective date of
registration:
May 23, 2008

Title —

Title of Work: Discussions with Richard Dawkins: The Four Horsemen

Nature of Work: DVD-Educational documentary

Completion/Publication —

Year of Completion: 2007

Date of 1st Publication: December 1, 2007

Nation of 1st Publication: United States

Author —

■ Author: Upper Branch Productions, Inc.

Author Created: entire motion picture

Work made for hire: Yes

Domiciled in: United States

Anonymous: No

Pseudonymous: No

Copyright claimant —

Copyright Claimant: Upper Branch Productions, Inc.

555 NW Park Ave #317, Portland, OR 97209

Limitation of copyright claim —

Previously registered: No

Certification —

Name: Joshua Timonen

Date: May 14, 2008

Correspondence: Yes



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Maria A. Pallante

Register of Copyrights, United States of America

Registration Number
PA 1-739-638

Effective date of
registration:
October 27, 2010

Title _____

Title of Work: The Genius of Charles Darwin

Completion/Publication _____

Year of Completion: 2009

Date of 1st Publication: February 22, 2009

Nation of 1st Publication: United States

Author _____

Author: Upper Branch Productions Inc.

Author Created: Additional original video footage. DVD artwork

Work made for hire: Yes

Citizen of: United States

Copyright claimant _____

Copyright Claimant: Upper Branch Productions Inc.

555 NW Park Ave #317, Portland, OR, 97209

Limitation of copyright claim _____

Material excluded from this claim: preexisting series "The Genius of Charles Darwin"

New material included in claim: Additional original video footage, DVD artwork

Certification _____

Name: Josh Timonen

Date: October 6, 2010

Correspondence: Yes



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Maria A. Pallante

Register of Copyrights, United States of America

Registration Number
PA 1-739-396

Effective date of
registration:

November 22, 2010

Title

Title of Work: Root of all Evil?

Completion/Publication

Year of Completion: 2008

Date of 1st Publication: February 10, 2008

Nation of 1st Publication: United States

Author

■ Author: Upper Branch Productions Inc.

Author Created: video footage, music and artwork

Work made for hire: Yes

Citizen of: United States

Domiciled in: United States

Copyright claimant

Copyright Claimant: Upper Branch Productions Inc.

555 NW Park Ave #317, portland, OR, 97209, United States

Limitation of copyright claim

Material excluded from this claim: Some footage

New material included in claim: Additional footage, music and artwork

Rights and Permissions

Organization Name: Upper Branch Productions Inc.

Address: 555 NW Park Ave #317

portland, OR 97209 United States

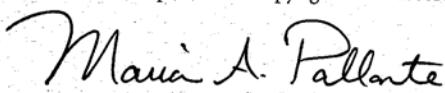
Certification

Name: Josh Timonen

Date: October 6, 2010



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A handwritten signature in black ink that reads "Maria A. Pallante".

Register of Copyrights, United States of America

Registration Number
PA 1-739-394

Effective date of
registration:
November 22, 2010

Title _____

Title of Work: The AAI 2009 Conference

Completion/Publication _____

Year of Completion: 2009

Date of 1st Publication: February 17, 2009

Nation of 1st Publication: United States

Author _____

■ **Author:** Upper Branch Productions Inc.

Author Created: entire motion picture, artwork

Work made for hire: Yes

Citizen of: United States

Domiciled in: United States

Copyright claimant _____

Copyright Claimant: Upper Branch Productions Inc.

555 NW Park Ave #317, Portland, OR, 97209

Certification _____

Name: Josh Timonen

Date: October 6, 2010

Correspondence: Yes



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Maria A. Pallante

Register of Copyrights, United States of America

Registration Number
PAu 3-555-606

Effective date of
registration:
November 22, 2010

Title _____

Title of Work: Richard Dawkins Appearances and Events 2007-2008

Completion/Publication _____

Year of Completion: 2008

Author _____

■ Author: Upper Branch Productions Inc.

Author Created: entire motion picture and artwork

Work made for hire: Yes

Citizen of: United States

Domiciled in: United States

Copyright claimant _____

Copyright Claimant: Upper Branch Productions Inc.

555 NW Park Ave #317, Portland, OR, 97209

Certification _____

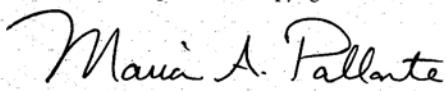
Name: Josh Timonen

Date: October 6, 2010

Correspondence: Yes



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A handwritten signature in black ink that reads "Maria A. Pallante".

Register of Copyrights, United States of America

Registration Number
PA 1-739-392

Effective date of
registration:

November 22, 2010

Title _____

Title of Work: Voices of Reason

Series Title: Discussions with Richard Dawkins

Number 3

Completion/Publication _____

Year of Completion: 2008

Date of 1st Publication: November 3, 2008

Nation of 1st Publication: United States

Author _____

■ **Author:** Upper Branch Productions Inc.

Author Created: entire motion picture, artwork

Work made for hire: Yes

Citizen of: United States

Domiciled in: United States

Copyright claimant _____

Copyright Claimant: Upper Branch Productions Inc.

555 NW Park Ave #317, Portland, OR, 97209

Certification _____

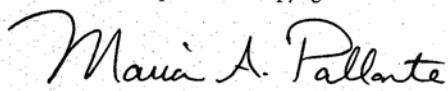
Name: Josh Timonen

Date: October 6, 2010

Correspondence: Yes



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A handwritten signature in black ink that reads "Maria A. Pallante".

Register of Copyrights, United States of America

Registration Number
PA 1-739-398

**Effective date of
registration:**
November 22, 2010

Title _____

Title of Work: The Enemies of Reason Uncut Interviews

Completion/Publication _____

Year of Completion: 2008

Date of 1st Publication: November 23, 2008 **Nation of 1st Publication:** United States

Author _____

- **Author:** Upper Branch Productions Inc.
- Author Created:** entire motion picture, artwork

Work made for hire: Yes

Citizen of: United States

Domiciled in: United States

Copyright claimant _____

Copyright Claimant: Upper Branch Productions Inc.

555 NW Park Ave #317, Portland, OR, 97209

Certification _____

Name: Josh Timonen

Date: October 6, 2010

Correspondence: Yes

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

A handwritten signature in black ink that reads "Maria A. Pallante".

Register of Copyrights, United States of America

Registration Number

PA 1-742-661

Effective date of registration:

December 3, 2010

Title

Title of Work: Discussions with Richard Dawkins: Voices of Science

Completion/Publication

Year of Completion: 2008

Date of 1st Publication: July 22, 2008

Nation of 1st Publication: United States

Author

■ **Author:** Upper Branch Productions Inc.

Author Created: entire motion picture

Work made for hire: Yes

Citizen of: United States

Domiciled in: United States

Copyright claimant

Copyright Claimant: Upper Branch Productions Inc.

555 NW Park Ave #317, Portland, OR, 97209

Certification

Name: Josh Timonen

Date: October 6, 2010

Certificate of Registration



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A handwritten signature in black ink that reads "Maria I. Pallante".

Register of Copyrights, United States of America

Registration Number
PA 1-746-366

Effective date of registration:

October 27, 2010

Title

Title of Work: The Genius of Charles Darwin the Uncut Interviews

Completion/Publication

Year of Completion: 2009

Date of 1st Publication: May 2, 2009

Nation of 1st Publication: United States

Author

Author: Upper Branch Productions Inc.

Author Created: text and compilation of preexisting photos on packaging.

Work made for hire: Yes

Citizen of: United States

Domiciled in: United States

Copyright claimant

Copyright Claimant: Upper Branch Productions Inc.

555 NW Park Ave #317, Portland, OR, 97209

Limitation of copyright claim

Material excluded from this claim: Preexisting footage and photos

New material included in claim: text and compilation of preexisting photos on packaging

Certification

Name: Josh Timonen

Date: October 6, 2010

Correspondence: Yes

Certificate of Registration



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A handwritten signature in black ink that reads "Maria A. Pallante".

Register of Copyrights, United States of America

Registration Number:
PA 1-745-953

Effective date of registration:
October 28, 2010

Title

Title of Work: The Enemies of Reason

Completion/Publication

Year of Completion: 2008

Date of 1st Publication: August 15, 2008

Nation of 1st Publication: United States

Author

■ **Author:** Upper Branch Productions Inc.

Author Created: artwork

Work made for hire: Yes

Citizen of: United States

Domiciled in: United States

Copyright claimant

Copyright Claimant: Upper Branch Productions Inc.

555 NW Park Ave #317, Portland, OR, 97209

Limitation of copyright claim

Material excluded from this claim: motion picture previously registered

New material included in claim: new DVD artwork

Certification

Name: Josh Timonen

Date: October 6, 2010

Correspondence: Yes

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

A handwritten signature in black ink that reads "Marybeth Peters".

Register of Copyrights, United States of America

Registration Number:
PA 1-646-005

Effective date of
registration:
May 23, 2008

Title _____

Title of Work: Pat Condell Anthology Feb. 2007 - Feb. 2008

Nature of Work: DVD - educational documentary

Completion/ Publication _____

Year of Completion: 2008

Date of 1st Publication: April 29, 2008

Author _____

■ Author: Upper Branch Productions, Inc.

Author Created: Director, editor, producer, sound mixer, of the DVD

Work made for hire: Yes

Citizen of: United States

Anonymous: No

Pseudonymous: No

Copyright claimant _____

Copyright Claimant: Upper Branch Productions, Inc.

1427 N. La Brea, Suite A, Los Angeles, CA 90028

Limitation of copyright claim _____

Previously registered: No

Certification _____

Name: Joshua Timonen

Date: May 14, 2008

Correspondence: Yes

Certificate of Registration



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Register of Copyrights, United States of America

Registration Number
PA 1-800-214

**Effective date of
registration:**
October 28, 2010

Title

Title of Work: Growing up in the Universe

Completion/Publication

Year of Completion: 2007

Date of 1st Publication: May 1, 2007

Nation of 1st Publication: United States

Author

Author: Upper Branch Productions Inc

Author Created: editing, dvd authorship

Work made for hire: Yes

Citizen of: United States

Domiciled in: United States

Copyright claimant

Copyright Claimant: Upper Branch Productions Inc.

555 NW Park Ave #317, Portland, OR, 97209

Rights and Permissions

Organization Name: Upper Branch Productions Inc.

Address: 555 NW Park Ave #317

Portland, OR 97209

Certification

Name: Josh Timonen

Date: October 6, 2010

Correspondence: Yes

Certificate of Registration



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Marybeth Peters

Register of Copyrights, United States of America

Registration Number:

PA 1-609-844

Effective date of registration:

May 21, 2008

Title

Title of Work: Atheist Alliance International (AAI) 2007

Nature of Work: DVD Educational Documentary

Completion/ Publication

Year of Completion: 2007

Date of 1st Publication: December 4, 2007

Author

■ Author: Upper Branch Productions Inc.

Author Created: Motion picture

Work made for hire: Yes

Copyright claimant

Copyright Claimant: Upper Branch Productions Inc.

1427 N La Brea, Ste A, Los Angeles, CA, 90028

Limitation of copyright claim

Previously registered: No

Certification

Name: Joshua Timonen

Date: May 14, 2008

Correspondence: Yes



Josh Timonen <joshtimonen@gmail.com>

FYI

1 message

Elisabeth Cornwell <elisabeth.cornwell@mac.com>

Tue, Dec 29, 2009 at 5:34 PM

To: Josh Timonen <joshtimonen@gmail.com>, Maureen Norton <mnorton3@mac.com>

Hi Josh and Maureen,

Thought I'd give you an update - the 100K from Elon has arrived, as has the \$25K from the Mendez family. So it has been a very successful year so far starting with the fundraiser that Maureen organized.

Richard is being pressured by the publisher for the children's book... so it is looking like he cannot stay in Australia to film. However, he has agreed to spend time in the US as soon as the book is finished - and that includes time in Burbank to film vignettes. There is also the New York opportunity too... Josh, I will need some more information on that so I can budget. So think about how much time Richard should spend in Los Angeles, and who we can fly out for him to interview in addition to his own vignettes. In some ways (while disappointing), the funds spent to bring people in and doing some very cool video stuff might end up being the better way to spend money. I'll have to think of another way to get you and Maureen down-under.

So think about the possibilities of what we need Richard to do. He is also committing to do at least 5 fundraisers in the US... I am thinking that Tim Wood might be a good person to enlist.

I am aware we need to send you another check for \$5,000 for the camera. As soon as the latest deposits clear (the Jurvetson money is in stock), Carol will send out a check.

Another thing to think about is whether or not you both want to come out to Colorado to meet with the accounting people. If so, we can go over the way to buy out the store and budget for more staff. All very boring I know... but necessary. I will try to make it as painless as possible. Your tax accountant will need to be involved, and of course we will cover the additional costs.

A nice way to ring in the new year... Josh, looks like you can focus on vignettes and other creative interests. Please don't let money be a worry.... that should NOT be something either of you need to worry about.

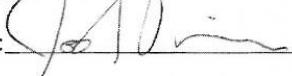
cheers
r

Short Form Assignment of Copyright

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged
Upper Branch Productions Inc., ("Assignor"), located at 5543 Riverton Ave #2 North Hollywood,
CA 91423, hereby irrevocably transfers and assigns to The Richard Dawkins Foundation for
Reason and Science ("Assignee"), located at Metro Center 1200 G Street NW 8th Floor
Washington, DC 20005, its successors and assigns, in perpetuity, all right (whether now known
or hereinafter invented), title, and interest, throughout the world, including any copyrights and
renewals or extensions thereto, in AAI 2007 Educational dvd Copyright registration number PA
1-609-844

IN WITNESS THEREOF, Assignor has duly executed this Agreement.

Upper Branch Productions Inc.

By: 

Title: President

Date: 6/04/10

Short Form Assignment of Copyright

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged
Upper Branch Productions Inc. ("Assignor"), located at 5543 Riverton Ave #2 North Hollywood,
CA 91423, hereby irrevocably transfers and assigns to The Richard Dawkins Foundation for
Reason and Science ("Assignee"), located at Metro Center 1200 G Street NW 8th Floor
Washington, DC 20005, its successors and assigns, in perpetuity, all right (whether now known
or hereinafter invented), title, and interest, throughout the world, including any copyrights and
renewals or extensions thereto, in Pat Condell Anthology Educational dvd Copyright
registration number PA1-646-005

IN WITNESS THEREOF, Assignor has duly executed this Agreement.

Upper Branch Productions Inc.

By: 

Title: President

Date: 6/04/10